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October 18, 2017

**VIA ECF AND FACSIMILE- (212) 805-7986**

Honorable Paul G. Gardephe

United States District Court

Southern District of New York

40 Foley Square, Room 2204

New York, New York 10007

Re: Hartford Fire Ins. Co. a/s/o Mark Fisher LLC v. Kesco Logistics, Inc.

Docket No. 17 CV 04569 (PGG)

Our ref: 464-30

Honorable Paul G. Gardephe:

We are counsel for Plaintiff in the captioned matter and submit this joint letter in accordance with Your Honor's Order and Notice of Initial Conference dated June 28, 2017, in advance of the Initial Conference scheduled before Your Honor on Thursday, October 19, 2017, at 10:30 a.m. in Courtroom 705 of the Thurgood Marshall United States Courthouse, 40 Foley Square, New York, New York..

This matter involves a claim in admiralty relating to alleged water damage to 67 cartons of ladies shoes, which Defendant Kesco stowed in ocean shipping container MAGU521841, for carriage from Hong Kong to Rotterdam aboard the vessel CMA CGM LAPEROUSE on voyage 063FFW, pursuant to ocean bills of lading issued by defendant Kesco Logistics, Inc., as a non-vessel owning common carrier (NVOCC). Upon delivery at destination Plaintiff alleges that the container was delivered with fresh water damage to the cartons of shoes.

Counsel for both parties discussed a mutually agreeable settlement figure which was recommended by counsel to their respective clients. We are pleased to advise and confirm that both parties have agreed to the recommended settlement amount and the matter is now considered settled.

We are in the process of exchanging the closing documents and awaiting settlement payment to consummate the settlement. We respectfully request that the Court issue a 30 day order of Discontinuance while the parties consummate the settlement.

The parties thank Your Honor for your kind attention to the foregoing and look forward to addressing any questions Your Honor may have with respect to the foregoing. We also

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respectfully request that Your Honor favorable consider our request that a 30 day Order of Discontinuance be issued by the Court while the parties consummate the settlement.

Respectfully submitted,

**CASEY & BARNETT, LLC**



James P. Krauzlis

cc: **VIA ECF AND EMAIL**  
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